

AGREEMENT
BETWEEN
THE TOWNSHIP OF EDGEWATER PARK
AND
COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

REPRESENTATIVES FOR THE EDGEWATER PARK
SCHOOL CROSSING GUARDS

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

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ARTICLE I - RECOGNITION

The Employer recognizes the Communications Workers of America, AFL-CIO, as the bargaining agent for the Unclassified Edgewater Park School Crossing Guards for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees.

The Employees of the Township are listed in Attachment "A" on page 23, Attachment "B" and "C" regarding Discipline policy and procedure, on page 24, 25, 26, 27 and page 28, and Attachment "D" -Medical Exams, Vision and Hearing, page 29, are all attached hereto and made part of this agreement. This Recognition shall not be interpreted as having the effect of abrogating the rights of employees granted under State or Federal Law.

If the Edgewater Park Township Committee decides to opt out of Civil Service it will immediately begin to negotiate the impact of any changes for unclassified guards including rules and regulations which may not have applied that include, but are not limited to: Good Faith Layoffs; Minor and Major Discipline and Appeals; Seniority; Bumping; Title Rights; and Leave allocations.

ARTICLE II - GENERAL RULES

A. In order to adequately and safely protect and serve both employees and the public the following will be in order:

1. Work schedules, duty assignments, adjusting of work schedules, disciplinary actions, and demotions, fines, promotions, suspensions, or transfers of employees will be administered by the Edgewater Park Township Police Department. Discipline procedures are outlined in Attachments "B" and "C" attached hereto and made part of this Agreement.
2. If there is any change in the number of work hours in the normal work schedule of three (3) hours per day, the Union and the Township shall immediately re-open the contract for the purpose of negotiating the new hours and the salaries of the guards.
3. Disciplinary actions, demotions, fines, promotions, suspensions, or transfers of employees must be given in writing within a ten (10) day period to the employee that is affected, with copies to the Union Shop Steward and the Union Representative. See attachment "B" and "C" attached.
4. The Township will attempt to carry four substitute guards at all times.
5. Definition:

Unclassified Guards - Hired after 4/26/79- and are appointed to assigned location, with a regular schedule of daily work hours that cover weekly scheduling throughout the year.

Unclassified Substitute Guards - Hired after 4/26/79 - and are available to be assigned to any location, at any time, not on a regular weekly basis and not scheduled to work the full number of regular work hours that the regular Unclassified Guard works throughout the year.

Unclassified Substitute Guards can be assigned as "fill-in's" for Unclassified Guards for an extended period of time until a regular weekly scheduled position becomes available, however, that period of "fill-in" time shall not be for more than one continuous (1) year.

6. Part-Time - All Guards are considered part-time employees.

ARTICLE III

HEALTH AND SAFETY AND LABOR MANAGEMENT COMMITTEES

A. The Township agrees to have a Health and Safety Committee with four (4) Representatives. Two Representatives shall be from the Township and shall be designated by the Township Administrator and two shall be from the Union, one being the Union Shop Steward and the second being the Union Staff Representative.

The Township reserves the right to add to the Committee, a member of the Township Committee, if it wishes.

The purpose of this Committee will be to hear complaints and solve any problems that may arise as to avoid the filing of grievances. This in no way should be interpreted as meaning any employee does not have the right to file a grievance. Grievances filed in a timely manner that involve Health and Safety issues can, if the affected employee agrees, be placed in abeyance and heard by the Health and Safety Committee for resolution. If the grievance is not resolved, it shall be taken out of abeyance and proceed to the grievance procedure at the beginning level.

The Health and Safety Committee shall meet on an as needed basis. The Union shall notify the Employer of such need and a meeting shall be set within ten (10) working days of the notification, unless both parties mutually agree to a date after the 10 day working period described above.

B. All posts shall be free from leaf, snow, ice and trash so as to provide safety for the public, school children and guards.

C. The Township agrees to have a Labor Management Committee with four (4) Representatives. Two Representatives shall be from the Township and shall be designated by the Township Administrator and two shall be from the Union, one being the Union Shop Steward and the second being the Union Staff Representative.

The Township reserves the right to add to the Committee, a member of the Township Committee, if it wishes.

The purpose of this Committee will be to hear complaints and solve any problems that may arise as to avoid the filing of grievances. This in no way should be interpreted as meaning any employee does not have the right to file a grievance. Grievances filed in a timely manner that involve labor management issues can, if the affected agrees, be placed in abeyance and heard by the Labor Management Committee for resolution. If the grievance is not resolved, it shall be taken out of abeyance and proceed to the grievance procedure at the beginning level.

The Labor Management Committee shall meet on an as needed basis. The Union shall notify the employer of such need and a meeting shall be set within 10 working days of the notification unless both parties mutually agree to a date after the 10 day working period described above.

ARTICLE IV - TRAINING

A. The Township will pay new hired guards for training, with the shifts required for the job. If training takes place in 2012 the rate to be paid is the 2012 hiring rate, if training takes place in 2013, the rate to be paid is the 2013 hiring rate, if the training takes place in 2014, the rate to be paid is the 2014 hiring rate. If training takes place in 2015, the rate to be paid is the 2015 hiring rate.

The guard in training will be paid for the actual shifts being trained on the job.

B. The Appointment of a Training Officer to train new guards is agreed to by the Township. This training Officer must have at least seven (7) years experience as a Unclassified Crossing Guard. The Police Department will make the appointment and it will be for the term of this contract.

C. CPR AND FIRST AID TRAINING:

The Township will pay the cost of CPR and First Aid Courses, without pay to the employee for attendance or for traveling. There is no requirement that guards must attend. It will be on a volunteer basis only.

ARTICLE V - UNIFORMS AND EQUIPMENT

It is agreed that the following list of equipment will be provided for each Unclassified Guard, and Substitute Guard as needed. It is agreed that the Union Shop Steward will present a list of equipment needed in April of each year of the contract.

EQUIPMENT

| | |
|----------------------|---------------------|
| One (1) Name Tag | One (1) Safety Vest |
| One (1) Stop Sign | One (1) Whistle |
| Three (3) ID Patches | |

UNIFORMS

It is agreed that the following list of uniforms will be provided for each Guard as needed. It is agreed that the Union Shop Steward will present a list of Uniforms needed in April of each year of the contract. The employer shall select the type and color of the uniform items listed below.

| | |
|---------------------------------|------------------------------------|
| One (1) Winter Coat | One (1) Rain Gear |
| One (1) Light Weight Jacket | Three (3) Pair of all season Pants |
| Six (6) Shirts - 3 Short Sleeve | |
| 3 Long Sleeve | |

In exchange for "One (1) Hat-with ear cover" It is agreed that the employer shall reimburse an employee up to \$45.00 (forty-five dollars) one (1) time per year, if needed, for the purchase of one (1) pair of shoes or boots. A receipt for the purchase must be submitted to the employer. The employer shall not reimburse the employee for any amount of the \$45.00 (forty-five dollars) that was not used as part of the purchase. The shoe/boot purchased must be black, or dark blue in color.

Cleaning Allowance:

Winter Coats are available for cleaning one time per year and/or as needed. Notification must first be obtained if more than two times per year is needed. That notification will be to the Police Department Supervisor by the guard requesting additional cleaning. The Supervisor will then advise the guard needing additional cleaning if it has been approved.

REPAIRS: It is the responsibility of each Guard to maintain their uniforms.

ARTICLE VI - SICK TIME

UNCLASSIFIED GUARDS:

The Township will provide seven (7) paid sick days in each contract year for all Unclassified Guards who are on a regular weekly schedule and are not employed as substitute guards. These sick days cannot be accumulated from year to year.

SICK LEAVE INCENTIVE:

It is agreed that if only 1 paid sick day is used in a year, a bonus of \$100.00 will be paid on the first pay of the following year. This incentive is for each year of the contract and covers Unclassified Guards who are on a regular weekly schedule and are not employed as a substitute guard.

UNCLASSIFIED SUBSTITUTE GUARDS:

Shall be eligible to receive paid sick days and sick leave bonus incentive when their employment status changes from a substitute guard to being appointed to the position of a Unclassified Guard who is assigned a location with a regular schedule of continuous daily work hours that covers weekly scheduling throughout the year.

At times Unclassified Substitute guards may be required to work a regular weekly schedule for an extended period of time to fill in for the regular weekly scheduled guard who may be absent. This shall not mean that the substitute guard shall receive paid sick time or be eligible for the sick leave incentive during the time they are filling in for the regular weekly scheduled guard.

It is also agreed that the employer does not intend to use the extended period of time to avoid appointing substitute guards to regular weekly scheduled positions when they become available. The Union and the Employer agree that an extended period of time shall not be for more than one continuous (1) year.

If an Unclassified regular weekly scheduled guard changes their position and becomes a substitute guard they shall not be eligible to continue to receive paid sick days or be eligible to receive the sick leave incentive listed above. Previous time paid while employed as a regular weekly scheduled guard shall not be required to be reimbursed by the employee, unless the employee used more than the prorated amount of sick leave allotment.

ARTICLE VII - HOLIDAY PAY

UNCLASSIFIED GUARDS:

The Township agrees that New Year's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, in each year of the contract, will be paid holidays for Unclassified Guards, to be paid in each year of the contract at the regular rate for the year of the contract that applies.

Unclassified Guards who change their employment status from the regular weekly scheduled work assignment to an Unclassified Substitute Guard shall not be eligible to receive the Holiday's listed above as a Substitute Guard. Any Holiday pay previously paid to said employee prior to the employment status change to becoming a Substitute Guard will not be required to be reimbursed by the employee.

UNCLASSIFIED SUBSTITUTE GUARDS:

Unclassified Substitute Guards shall not receive the Holiday Pay listed above.

Substitute Guards who are filling in for the regular weekly scheduled Unclassified Guard are not eligible to receive the Holiday pay listed above as long as the fill in time is not longer than one continuous (1) year.

Any Substitute Guard who has their employment status change from being a substitute guard to the appointment of an Unclassified Guard with an assigned location, regular schedule of continuous daily work hours that cover weekly scheduling throughout the year shall be eligible to receive the paid Holiday's listed above, however, the employee shall not receive any retro Holiday pay for Holiday's that have already passed in the calendar year that occurred before their change in employment status.

ARTICLE VIII - BEREAVEMENT LEAVE

Unclassified Guards:

Shall receive four (4) paid bereavement days off with pay in case of death of the following:

Mother, Father, Sister, Brother, Children, Spouse, Domestic Partner, Civil Union Partner, Mother-in-Law, Father-in-Law, Step-Mother, Step-Father, Step-Child, Step-Brother, Step-Sister, Grandmother, Grandfather and Grandchild, Daughter-in-Law and Son-In-Law.

Shall receive (1) paid bereavement day off for the day of burial in case of death of the following:

Brother-in-Law, Sister-in-Law, Aunt and Uncle.

Requirement:

Proof of family members' death, ie., newspaper clipping, will be required.

Bereavement leave shall not be paid to any Unclassified Guard from the time school ends in the month of June or throughout the months of July and August, as well as any day prior to the first day school begins in September. Bereavement leave shall not be paid to any Unclassified Guard who changed their employment status from Unclassified Guard to Substitute Guard. Any time used and paid for by the employer prior to the employment change to a substitute guard will not be required to be reimbursed by the employee.

Substitute Guards: shall receive bereavement leave if they have been prescheduled to work. The same requirement notice above shall apply and no bereavement leave will be paid to any Substitute Guard from the time school ends in the month of June or throughout the months of July and August as well as any day prior to the first day school begins in September.

Substitute Guards: who have their employment status change from being a substitute guard to the appointment of an Unclassified Guard with an assigned location, regular schedule of daily continuous work hours that cover weekly scheduling throughout the year shall be eligible to receive the paid bereavement leave days listed above, however, the employee shall not receive any retro pay for any bereavement time that occurred in the calendar year prior to their change in employment status while employed as a substitute guard unless they had been prescheduled to work.

ARTICLE XIX - JURY DUTY

The Township agrees to pay up to two (2) weeks pay for Unclassified Guards, who must attend Jury Duty. The Unclassified Guard shall receive the regular shift wages based on the amount of shifts that she/he would have worked for the Township in that time frame.

Substitute Guards - will receive Jury Duty compensation if previously scheduled to work. Employee must submit notification letter to be eligible for compensation; Training Attendance Coordinator must submit in writing that the request to work was issued prior to jury duty notification letter.

ARTICLE X - EMERGENCY SCHOOL CLOSINGS

A. Emergency School Closing:

The Township agrees to pay any crossing guard, already on post, the full days pay of three hours if for any reason the Board of Education calls for an emergency school closing which would have caused the crossing guard a loss in pay for the regular schedule day consisting of the three hours in two shifts.

If the emergency school closing comes later in the school day, and any guard is required to remain longer than the regular schedule of three hours for the day, then he/she shall receive the regular pay for the day worked plus be paid for anything over and above the regular schedule of three hours.

ARTICLE XI - GRIEVANCE PROCEDURE

Any grievance, dispute, or discipline, (excluding Counseling) which may arise between the parties including the interpretation of this agreement shall be settled in accordance with the following procedures:

1. Within 15 calendar days of the grievable event or occurrence, the grievant shall prepare in writing on forms approved by the parties, the facts relating to the grievance. The grievance shall be served upon the immediate Supervisor who shall attempt to resolve said grievance and render a decision within 15 calendar days of receipt. Copies of the decision shall be forwarded to the grievant, Union, and Management.

2. In the event of an adverse decision by the immediate Supervisor, the grievant or Union will have 15 calendar days to appeal the adverse decision to the Head of the Department in which the grievant works. All appeals shall be in writing. The Department Head shall have 15 calendar days to resolve the grievance.

The decision of the Department Head must be in writing and copies shall be forwarded to the grievant and the Union office.

3. Upon receipt of an adverse decision by the grievant's Department Head, the grievant or the Union may file an appeal of the adverse decision within 15 calendar days to the Township Administrator who shall schedule, hear and determine the grievance within 15 calendar days after receiving the grievance. The decision shall be in writing, copies thereof shall be provided to the grievant and Union office.

4. Upon receipt of an adverse decision by the Township Administrator, the grievant or Union may file an appeal with the Township Committee within 15 calendar days of receipt of the adverse decision. The appeal shall be in writing. The Township Committee shall schedule, hear and make a determination within 15 calendar days of receipt of the grievance. Copies of the Township Committee's decision shall be forwarded to the grievant and Union office.

Upon receipt of an adverse decision by the Township Committee, the grievant or Union shall have thirty (30) calendar days to file with P.E.R.C. for an appointment of an Arbitrator whose decision shall be final and binding on the parties.

Failure to move any grievance within the agreed upon time frames at any one step shall mean said grievance is automatically appealed to the next step. Arbitration cost shall be borne equally between both parties.

ARTICLE XII - UNION DUES DEDUCTIONS
AND AGENCY FEE

The Township agrees to deduct from the earnings of each employee Union member, dues, when said employee has properly authorized such deduction by signing a dues authorization card.

The Township will forward all dues deduction monies collected on a bi-weekly basis to the Treasurer of C.W.A. Local 1036 as listed below:

Communications Workers of America AFL-CIO Local 1036
1 Lower Ferry Road
West Trenton, N.J. 08628
Attention: Treasurer

The dues check will also have a copy of the list of employees and their deductions. A list of names, bi-weekly salary and amount of deduction will be included.

The parties agree that for the term of this agreement, in accordance with the New Jersey Statutes, any employee who is a member of this bargaining unit on the effective date of this agreement who is not a member of the Union shall pay an Agency Shop Fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent. The union dues deduction is 1.154% of the base salary, agency fee is 85% of that amount.

Such fees shall be deducted from the employees affected on the basis of authorization provided by the bargaining agent. This provision shall be effective upon the signing and ratification of this agreement.

The C.W.A. agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check-off, except for any claims that result from negligent or improper acts of the Employer or its agent or servants.

ARTICLE XIII - BENEFITS

All part-time employees* are eligible for membership in the Public Employees Retirement System and Group Life Insurance is available as permitted by law. Employees' must meet P.E.R.S. requirements.

*Chapter 82 of the Public Laws of 1979, NJSA 40A:9-154

All new employees who are appointed to the position of School Crossing Guard effective April 26, 1979, and thereafter shall have their appointments recorded in the Unclassified service for a term of 1 (one) year.

All part-time employees are eligible for membership in the Public Employees Retirement System and Group Life Insurance is available.

All Bargaining Unit Employees will be enrolled in the State Disability Insurance Program.

ARTICLE XIV - EQUAL TREATMENT

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State Law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class.

For the purposes of this Agreement, he, shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually bias.

The Union and the Township shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age or physical condition.

ARTICLE XV - UNION RIGHTS AND PRIVILEGES

UNION SHOP STEWARD:

The Township shall recognize a Union Shop Steward with on the job recognition, and will notify said Union Shop Steward of any hearings and will recognize said Union Shop Steward at being present at any hearing concerning any guard.

UNION PAID TIME OFF:

The Township will pay four days salary to one (1) Union Shop Steward to attend steward meetings and training in each year of the agreement. The Township will be notified in writing within ten (10) days of the meeting or training.

The Township will pay four days salary for union business, hearings, or grievance meetings in each year of the agreement. The Township will be notified in writing within five (5) days for the release of any employee for attending to union business, hearings, or grievance meetings.

Note: A paid day is not eight (8) hours and no employee or steward is paid for any travel time.

Representatives of the Union shall be permitted to conduct union business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said employee.

The Union may have use of a meeting room within the Municipal Building or other Edgewater Park Township premises when appropriately scheduled through the Township Clerk or Township Administrator.

The Union may distribute literature to members of the Bargaining Unit on Edgewater Park Township premises, so long as it is not disruptive of Edgewater Park Township business.

ARTICLE XVI - SALARY AND WAGES

WAGES - Wage ranges for each calendar year shall apply to all authorized positions listed below, who have continuous service with the Employer. The minimum rate shall be the hiring rate for each title. During the term of this agreement, the pay scale will not be reduced unless by mutual agreement of both parties. All wages shall be paid on a bi-weekly basis. The Employer shall notify all employees at least two (2) weeks in advance prior to implementation to move to direct deposit. Wages shall be paid for a minimum of 1 (one) hour per shift* provided the actual work time for that day does not exceed three (3) hours otherwise wages will be paid for the actual time worked.

All employees listed in the classifications below will receive the wages listed below for the years of 2012, 2013, 2014 and 2015. Said wages will be effective to January 1st of the respective year and shall be effective upon passage of the appropriate Township Ordinance. Wage increases are 2% for 2012, 2% for 2013, 2% for 2014 and 2% for 2015. Percentage raises beginning Jan 2012 are calculated on the 2011 rate.

*Shifts are: Morning 7:30 a.m. to 9:00 a.m. and Afternoon 2:30 p.m. to 4:00 p.m. Early dismissal days in the school year shall be paid at the day rate for both shifts.

SALARY SCHEDULE ALL GUARDS - UNCLASSIFIED AND SUBS

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|--|---------------------|---------------------|---------------------|---------------------|
| A. New Hire Rate for full time and Subs | \$17.71 Per Post | \$17.71 Per Post | \$17.71 Per Post | \$17.71 Per Post |

The 2% Raise shall be applied the following January after their date of hire, then they shall receive the negotiated percentage increases each Jan until expiration of the contract.

B. Employees hired in 2009 and 2010 whose Post Rate was \$17.71 in the year 2011 shall receive:

| | | | | |
|------------------------|---------------------|---------------------|---------------------|---------------------|
| <u>2011</u> \$17.71 | \$18.06 Per Post | \$18.42 Per Post | \$18.79 Per Post | \$19.17 Per Post |
|------------------------|---------------------|---------------------|---------------------|---------------------|

C. Employees hired prior to December 31, 2008 whose Post Rate was \$28.94 in 2011 shall receive:

| | | | | |
|------------------------|---------------------|---------------------|---------------------|---------------------|
| <u>2011</u> \$28.94 | \$29.52 Per Post | \$30.11 Per Post | \$30.71 Per Post | \$31.32 Per Post |
|------------------------|---------------------|---------------------|---------------------|---------------------|

If a full time guard becomes a substitute guard in any contract year, their current post rate shall be changed to the entry level rate of \$17.71 in the year in which the change occurs.

TRAINING/ATTENDANCE COORDINATOR:

On the first pay period in June of each contract year the Training/Attendance Coordinator shall receive a lump sum payment of \$1,125.00 (one thousand one hundred and twenty five dollars) for attending to the training and attendance of the crossing guards.

ARTICLE XVII – LONGEVITY

Longevity payments will be computed according to the rate set forth below. Payments will be based on the employee(s) anniversary date with the Township and will be included in the first pay period after the Anniversary date.

Unclassified Guards hired prior to January 1, 2000 shall receive longevity based on the schedule below.

Calculation: 2012

2% Of the 2011 annual salary starting with the first day of the third year and including the fourth, fifth, sixth, and seventh years.

3% Of the 2011 annual salary starting with the first day of the eighth year and including the ninth, tenth, eleventh, and twelfth years.

4% Of the 2011 annual salary starting with the first day of the thirteenth year and including each year thereafter.

Calculation: 2013

2% Of the employee(s) 2012 end of year W-2 starting with the first day of the third year and including the fourth, fifth, sixth and seventh years.

3% Of the employee(s) 2012 end of year W-2 starting with the first day of the eighth year and including the ninth, tenth, eleventh and twelfth years.

4% Of the employee(s) 2012 end of year W-2 starting with the first day of the thirteenth year and including each year thereafter.

Calculation: 2014

2% Of the employee(s) 2013 end of year W-2 starting with the first day of the third year and including the fourth, fifth, sixth and seventh years.

3% Of the employee(s) 2013 end of year W-2 starting with the first day of the eighth year and including the ninth, tenth, eleventh and twelfth years.

4% Of the employee(s) 2013 end of year W-2 starting with the first day of the thirteenth year and including each year thereafter.

Calculation: 2015

2% Of the employee(s) 2014 end of year W-2 starting with the first day of the third year and including the fourth, fifth, sixth and seventh years.

3% Of the employee(s) 2014 end of year W-2 starting with the first day of the eighth year and including the ninth, tenth, eleventh and twelfth years.

4% Of the employee(s) 2014 end of year W-2 starting with the first day of the thirteenth year and including each year thereafter.

Any new hires after 1/1/00 shall not receive longevity. Any full time guard who changes to a sub guard shall not be eligible to receive longevity.

This calculation change has become necessary due to the fact that the employee(s) no longer have a base salary that had been previously calculated by the number of posts available in a school year. Longevity will now be paid based on the actual amount of posts worked in the previous year.

ARTICLE XVIII BONUS MONEY

The Township agrees to pay the Bonus Money listed on the schedule and in the titles below, on the first pay of November in each year of the contract for 2012, 2013, 2014 and 2015 for all Unclassified Guards hired prior to 1/1/02. Substitute Guards are not eligible to receive Bonus Money.

Unclassified Guards -Hired Prior to January 1, 2002:

| <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|-------------|-------------|-------------|-------------|
| \$650.00 | \$650.00 | \$650.00 | \$650.00 |

ARTICLE XIX TERMINATION

A. This agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and Township Clerk to execute the agreement and shall remain in full force and effect until the 31st day of December 2015 when it shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing, sixty (60) days prior to the expiration date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date.

B. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

C. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

D. Notice of re-negotiations for this contract shall be specific as to which topics and subjects and the entire contract need not be re-negotiated if one or more specific items are to be negotiated.

ARTICLE XX - SEVERABILITY AND SAVINGS

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction, to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

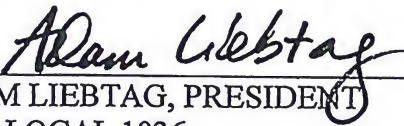
Upon request of either party, the parties agree to meet and re-negotiate any provisions so affected.

ARTICLE XXI - FULLY BARGAINED PROVISIONS

This agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this agreement will be interpreted according to the intent of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this
19 day of December 2013.

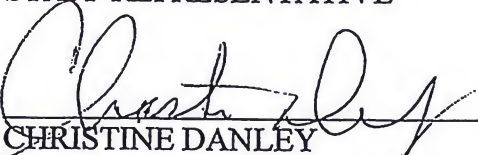
COMMUNICATIONS WORKERS
OF AMERICA AFL-CIO

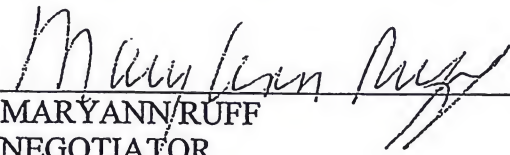

ADAM LIEBTAG, PRESIDENT
CWA LOCAL 1036


ANTHONY TALLARICO
ASSISTANT TO THE PRESIDENT


ELAINE R. WALLER
NATIONAL REPRESENTATIVE



FLORENCE MCNAMARA
STAFF REPRESENTATIVE



CHRISTINE DANLEY
SHOP STEWARD/NEGOTIATOR


MARYANN RUFF
NEGOTIATOR

TOWNSHIP OF EDGEWATER PARK


MAYOR JOHN MCELWEE


LINDA DOUGHERTY TOWNSHIP
ADMINISTRATOR/TOWNSHIP CLERK


ROBERT BRIAN
CHIEF OF POLICE

ATTACHMENT "A"

EMPLOYEE ANNIVERSARY DATES/TITLES

UNCLASSIFIED GUARDS:

HIRE DATE

CHRISTINE DANLEY

FEBRUARY 5, 1997

LOU ANN RETZKO

FEBRUARY 6, 1984

MARYANN RUFF

SEPTEMBER 9, 1996

DONALD BARNES

SEPTEMBER 8, 2009

LUTHER MURPHY

OCTOBER 2, 2009

SUBSTITUTE GUARDS:

JOHN THOMPSON

SEPTEMBER 7, 2010

ATTACHMENT "B"
DISCIPLINARY ACTION PROCEDURE

MAJOR DISCIPLINE: Includes termination, disciplinary demotion or suspension or fine exceeding five (5) working days and are subject to the grievance procedure.

MINOR DISCIPLINE: Includes a formal, written reprimand or a suspension or fine of five (5) working days or less and are subject to the grievance procedure.

COUNSELING: Is not subject to the grievance procedure

Discipline and discharge shall only be for just cause. Discipline shall be progressive in nature and corrective in intent. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's offense and (b) the record of the employee and his/her service with the Township of Edgewater Park.

HEARINGS: Employee shall be served with a notice for a hearing for any major or minor discipline prior to implementation of any discipline. A copy will be provided to the Union.

The employee shall be entitled to a hearing with Union representation prior to the implementation of any discipline. If the employee waives their right to Union representation they must do so in writing prior to any hearing. The Union will be given a copy of such waiver. The employee waiver does not exclude the union representative from attendance at any hearing, meeting or investigatory interview.

The employee has the right to have Union representation at any meeting, hearing or investigatory interview that in any way may lead to being disciplined or terminated, or affect their personal working conditions, including, but not limited to; Township Administrator Review, Written Reprimand, Suspensions, fines or Dismissal.

Such notice for a hearing shall be within a ten (10) day period, however, it shall not be less than a four (4) day notice to the Union and the employee. Time frames for the hearing may be extended by mutual agreement between the Union and the Employer.

No discipline, which results in loss of pay, shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety, at which time an employee will be suspended with out pay until a hearing is held to determine their continued employment with the Employer. The hearing shall be held within five (5) working days.

All hearings shall be scheduled while employees are working, however if the hearing cannot be scheduled during an employee's scheduled work hours due to the Employers' inability to schedule the hearing, the employee shall be compensated for time spent at the hearing at the employee's regular rate of pay.

Should an employee receive a suspension as a matter of disciplinary action, the Employer shall not schedule the suspension day(s) in conjunction with a holiday to cause the employee the loss of holiday pay.

EMPLOYEE SIGNATURE: An employee shall not be required to sign the form for Verbal Counseling, Verbal Reprimand, Township Administrator's Review, Written Reprimand, Suspension or Dismissal when they are in disagreement with the contents or charges against them. They will initial the document to indicate to the employer that it has been received by them, as well as have the right to indicate they are in disagreement with the charges. An employee who refuses to sign the form will not be charged with discipline.

VERBAL COUNSELING: The supervisor may verbally counsel an employee for violations of the Discipline Policy (Attachment "C"). Such counseling shall be corrective in intent as well as advise the employee against further occurrences. The employee's personnel file will indicate that the employee had a verbal counseling for the accused infraction. A copy of the verbal counseling will be forwarded to the Administrator. Verbal counseling is not subject to the grievance procedure, however the Union and/or the employee who disagrees with the determination by the supervisor will have the right to respond to the adverse decision by the employer in writing and have such response placed in the employee's personnel file.

VERBAL REPRIMAND: Should a supervisor consider to verbally reprimand an employee, written notice will be given to the Union and the employee and a hearing will be scheduled. The supervisor may verbally reprimand the employee for violations of the Discipline Policy (Attachment "C") and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the Supervisor, Union representative and the employee. This record must be forwarded to the Administrator for placement in the employee's personnel file. The Union and/or the employee shall have a right to respond in writing to any verbal reprimand and have such response placed in the employee's personnel file. An adverse decision can be processed through the grievance procedure.

TOWNSHIP ADMINISTRATOR REVIEW: Should the supervisor consider the offense sufficiently serious to warrant consideration by the Administrator, the Union and the employee will receive written notice and a hearing will be arranged with the Administrator, Union and employee within a ten (10) day period, however, not less than a four (4) day period. All facts should be detailed at this meeting and a determination will be made within seven (7) working days of the hearing which shall be placed in the employee's personnel file. An adverse decision can be processed through the grievance procedure.

WRITTEN REPRIMAND: Should the supervisor consider to discipline an employee with a written reprimand, the situation must be discussed with the Township Administrator. If it is determined a hearing will take place, written notice will be given to the Union and the employee within a ten (10) day period, however, not less than a four (4) day period. The written reprimand should clearly identify the problem and outline a course of corrective actions with a specific time frame as well as the consequences if the problem is not corrected or reoccurs and the documents will be placed in the employee's personnel file. An adverse decision can be processed through the grievance procedure.

SUSPENSION: Whenever an employee is recommended for suspension, the Union and the employee will receive written notice from the employer and a hearing will be scheduled within a ten (10) day period, however, not less than a four (4) day period. At the conclusion of the hearing the Township Administrator may make the decision and/or may seek the advice of the Employment Attorney or Township Solicitor if appropriate, and provide the Union and the employee within seven (7) working days of the decision. An adverse decision can be processed through the grievance procedure.

1. No suspension will be imposed without a hearing unless there is an imminent threat to health and safety, at which time an employee will be suspended without pay until a hearing is held to determine their continued employment with the employer. Such hearing shall be held within five (5) working days.

2. No suspension will be imposed in conjunction with a holiday to cause the employee the loss of holiday pay.

DISMISSAL: Whenever an employee is recommended for dismissal, the Union and the employee will receive written notice from the employer and a hearing will be scheduled within a ten (10) day period, however, not less than a four (4) day period. the Township Committee will make the decision only after seeking the advice of the Employment Attorney or Township Solicitor. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. The Union and the employee will be notified by the Township Committee of their decision at the conclusion of the hearing or within seven (7) working days after the hearing. An adverse decision can be processed through the grievance procedure.

ATTACHMENT "C"

EMPLOYEE DISCIPLINE POLICY

An employee may be subject to discipline for any of the following reasons:

Falsification of public records, including attendance and other personnel records

Failure to report absence.

Harassment of co-workers and/or volunteers and visitors.

Theft or attempted theft of property belonging to the Township of Edgewater Park, fellow employees, volunteers or visitors.

Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.

Fighting on Township of Edgewater Park property at any time.

Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Township of Edgewater Park property and at any time during working hours.

Possession, sale, transfer or use of intoxicants or illegal drugs on Township of Edgewater Park property and at any time during work hours.

Insubordination.

Entering the building without permission during non-scheduled work hours.

Soliciting on Township of Edgewater Park premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products such as those from Avon, Amway, etc.

Careless waste of materials or abuse of tools, equipment or supplies.

Deliberate destruction or damage to Township of Edgewater Park or suppliers' property.

Sleeping on the job

Carrying weapons of any kind on Township of Edgewater Park premises and/or during work hours, unless carrying a weapon is a function of your job duties.

Violation of established safety and fire regulations.

Unscheduled absence and chronic or excessive absence.

Chronic tardiness.

Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.

Defacing walls, bulletin boards or any other Township or supplier property.

Failure to perform duties, inefficiency or substandard performance.

Unauthorized disclosure of confidential Township information.

Gambling on Township of Edgewater Park premises.

Horseplay, disorderly conduct and use of abusive and/or obscene language on Township of Edgewater Park premises.

Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.

Conviction of a crime or disorderly person offense.

Violating any Township of Edgewater Park rules or policies.

Conduct unbecoming a public employee.

Violation of Township of Edgewater Park policies, procedures and regulations

Violation of Federal, State or Township of Edgewater Park regulations concerning drug and alcohol use and possession.

Misuse of public property, including motor vehicles.

Unauthorized use of computers, Internet, and email.

Other sufficient cause.

ATTACHMENT "D"

MEDICAL EXAMINATIONS FOR CROSSING GUARDS

PHYSICALS:

The Township of Edgewater Park shall have the ability to request a physical for any Crossing Guard if it has reasonable grounds to question a Crossing Guards ability to perform the essential functions of the job.

VISION AND HEARING TESTS:

The Township of Edgewater Park shall provide and pay for vision and hearing tests for all Crossing Guards every two years. Such vision and hearing tests conducted shall be at the same level that is required for other Edgewater Park Township employees.

Crossing Guards shall be paid at their regular rate for the time spent traveling from the Township Municipal Building to the designated location for the vision and hearing tests, as well as the time spent for the tests to be performed.